

<b>SOLICITATION, OFFER AND AWARD</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE	OF	PAGES
2. CONTRACT NUMBER		3. SOLICITATION NUMBER		4. TYPE OF SOLICITATION		5. DATE ISSUED	
		<input type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)				6. REQUISITION/PURCHASE NUMBER	
7. ISSUED BY				CODE	8. ADDRESS OFFER TO (If other than Item 7)		

**NOTE:** In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

### SOLICITATION

9. Sealed offers in original and \_\_\_\_\_ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in \_\_\_\_\_ until \_\_\_\_\_ local time \_\_\_\_\_ (Hour) \_\_\_\_\_ (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME	B. TELEPHONE (NO COLLECT CALLS)		C. E-MAIL ADDRESS
		AREA CODE	NUMBER	EXT.

### 11. TABLE OF CONTENTS

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
	A	SOLICITATION/CONTRACT FORM			I	CONTRACT CLAUSES	
	B	SUPPLIES OR SERVICES AND PRICES/COSTS		PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
	C	DESCRIPTION/SPECS./WORK STATEMENT			J	LIST OF ATTACHMENTS	
	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS			
	E	INSPECTION AND ACCEPTANCE			K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
	F	DELIVERIES OR PERFORMANCE			L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
	G	CONTRACT ADMINISTRATION DATA			M	EVALUATION FACTORS FOR AWARD	
	H	SPECIAL CONTRACT REQUIREMENTS					

### OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within \_\_\_\_\_ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT <i>(See Section I, Clause No. 52.232-8)</i>	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)

14. ACKNOWLEDGMENT OF AMENDMENTS <i>(The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):</i>	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER <i>(Type or print)</i>	

15B. TELEPHONE NUMBER	<input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE	18. OFFER DATE
AREA CODE NUMBER EXT.			

### AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	

22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) ) <input type="checkbox"/> 41 U.S.C. 253(c) ( )	23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)

24. ADMINISTERED BY (If other than Item 7)	25. PAYMENT WILL BE MADE BY
CODE	CODE

26. NAME OF CONTRACTING OFFICER (Type or print)	27. UNITED STATES OF AMERICA  <i>(Signature of Contracting Officer)</i>	28. AWARD DATE

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

## Table of Contents

<b>PART I - THE SCHEDULE.....</b>	<b>A-1</b>
<b>SECTION A - SOLICITATION/CONTRACT FORM .....</b>	<b>A-1</b>
<b>SF 33 SOLICITATION, OFFER AND AWARD .....</b>	<b>A-1</b>
<b>SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS .....</b>	<b>B-1</b>
B.1 PRICE.COST SCHEDULE .....	B-1
B.2 CONSIDERATION AND OBLIGATION—WORK ORDERS (FEB 1999) .....	B-6
<b>SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK.....</b>	<b>C-1</b>
C.1 STATEMENT OF WORK.....	C-1
<b>SECTION D - PACKAGING AND MARKING.....</b>	<b>D-1</b>
D.1 PACKAGING AND MARKING .....	D-1
<b>SECTION E - INSPECTION AND ACCEPTANCE.....</b>	<b>E-1</b>
E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE.....	E-1
E.2 PLACE OF INSPECTION AND ACCEPTANCE .....	E-1
<b>SECTION F - DELIVERIES OR PERFORMANCE.....</b>	<b>F-1</b>
F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE.....	F-1
F.2 PLACE OF DELIVERY .....	F-1
F.3 DURATION OF CONTRACT PERIOD .....	F-1
<b>SECTION G - CONTRACT ADMINISTRATION DATA.....</b>	<b>G-1</b>
G.1 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE .....	G-1
G.2 TRAVEL REIMBURSEMENT .....	G-2
G.3 TRAVEL AND ODC APPROVALS .....	G-3
G.4 WORK ORDER PROCEDURES .....	G-3
G.5 ACCELERATED TASK ORDER PROCEDURES .....	G-4
G.6 BILLING INSTRUCTIONS .....	G-4
<b>SECTION H - SPECIAL CONTRACT REQUIREMENTS .....</b>	<b>H-1</b>
H.1 DETERMINATION OF MINIMUM WAGES AND FRINGE BENEFITS.....	H-1
H.2 PERSONNEL AND FACILITY SECURITY .....	H-1
H.3 SITE ACCESS BADGE REQUIREMENT.....	H-1
H.4 KEY PERSONNEL .....	H-2
H.5 NONDISCRIMINATION BECAUSE OF AGE .....	H-2
H.6 INCORPORATION OF SECTION K BY REFERENCE .....	H-3
H.7 SECTION 508 STANDARDS .....	H-3
H.8 CONTRACTOR STAFF TRAINING .....	H-3

<b>PART II - CONTRACT CLAUSES .....</b>	<b>I-1</b>
<b>SECTION I - CONTRACT CLAUSES.....</b>	<b>I-1</b>
I.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE.....	I-1
I.2 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999).....	I-3
I.3 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000) .....	I-3
I.4 52.219-17 SECTION 8(a) AWARD (DEC 1996).....	I-3
I.5 52.219-18 NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(a) CONCERNS (JUNE 2003) ALTERNATE I (APR 2005).....	I-4
I.6 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION .....	I-5
I.7 52.222-39 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES (DEC 2004).....	I-6
I.8 52.222-41 SERVICE CONTRACT ACT OF 1965 (NOV 2007).....	I-8
I.9 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989).....	I-14
I.10 52.232-25 PROMPT PAYMENT (OCT 2003).....	I-15
I.11 52.249-14 EXCUSABLE DELAYS (APR 1984) .....	I-19
I.12 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998) .....	I-19
<b>PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS.....</b>	<b>J-1</b>
<b>SECTION J - LIST OF ATTACHMENTS .....</b>	<b>J-1</b>
J.1 ATTACHMENTS .....	J-1

**PART I - THE SCHEDULE****SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS****B.1 PRICE/COST SCHEDULE**BASE PERIOD (8/01/08 - 7/31/09)Labor Hour Items

<u>LABOR CATEGORY</u>	<u>HOURLY RATE</u>	<u>ESTIMATED HOURS</u>	<u>TOTAL</u>
Project Manager	\$	1,920 hours	\$
Network Engineer	\$	1,920 hours	\$
Jr. Network Engineer	\$	1,920 hours	\$
Web Developer	\$	1,920 hours	\$
Sr. Scanner Operator	\$	1,920 hours	\$
Scanner Operator	\$	1,920 hours	\$
Document Control Technician	\$	1,920 hours	\$
Secretary II	\$	5,760 hours	\$
<u>Receptionist</u>	\$	1,920 hours	<u>\$</u>
Subtotal Labor Hour Items			\$

Cost (No Fee) Item

Other Direct Costs	\$10,000
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Total Base Period Funding	\$
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**B.1 PRICE/COST SCHEDULE (con't)**OPTION PERIOD ONE (8/01/09 - 7/31/10)Labor Hour Items

<u>LABOR CATEGORY</u>	<u>HOURLY RATE</u>	<u>ESTIMATED HOURS</u>	<u>TOTAL</u>
Project Manager	\$	1,920 hours	\$
Network Engineer	\$	1,920 hours	\$
Jr. Network Engineer	\$	1,920 hours	\$
Web Developer	\$	1,920 hours	\$
Sr. Scanner Operator	\$	1,920 hours	\$
Scanner Operator	\$	1,920 hours	\$
Document Control Technician	\$	1,920 hours	\$
Secretary II	\$	5,760 hours	\$
<u>Receptionist</u>	\$	1,920 hours	<u>\$</u>
Subotal Labor Hour Items			\$

Cost (No Fee) Item

Other Direct Costs	\$10,000
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Total Option Period One Funding	\$

**B.1 PRICE/COST SCHEDULE (con't)**OPTION PERIOD TWO (8/01/10 - 7/31/11)Labor Hour Items

<u>LABOR CATEGORY</u>	<u>HOURLY RATE</u>	<u>ESTIMATED HOURS</u>	<u>TOTAL</u>
Project Manager	\$	1,920 hours	\$
Network Engineer	\$	1,920 hours	\$
Jr. Network Engineer	\$	1,920 hours	\$
Web Developer	\$	1,920 hours	\$
Sr. Scanner Operator	\$	1,920 hours	\$
Scanner Operator	\$	1,920 hours	\$
Document Control Technician	\$	1,920 hours	\$
Secretary II	\$	5,760 hours	\$
<u>Receptionist</u>	\$	1,920 hours	<u>\$</u>
Subotal Labor Hour Items			\$

Cost (No Fee) Item

Other Direct Costs	\$10,000
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Total Option Period Two Funding	\$

**B.1 PRICE/COST SCHEDULE (con't)**OPTION PERIOD THREE (8/01/11 - 7/31/12)Labor Hour Items

<u>LABOR CATEGORY</u>	<u>HOURLY RATE</u>	<u>ESTIMATED HOURS</u>	<u>TOTAL</u>
Project Manager	\$	1,920 hours	\$
Network Engineer	\$	1,920 hours	\$
Jr. Network Engineer	\$	1,920 hours	\$
Web Developer	\$	1,920 hours	\$
Sr. Scanner Operator	\$	1,920 hours	\$
Scanner Operator	\$	1,920 hours	\$
Document Control Technician	\$	1,920 hours	\$
Secretary II	\$	5,760 hours	\$
<u>Receptionist</u>	\$	1,920 hours	<u>\$</u>
Subtotal Labor Hour Items			\$

Cost (No Fee) Item

Other Direct Costs	\$10,000
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Total Option Period Three Funding	\$
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**B.1 PRICE/COST SCHEDULE (con't)**OPTION PERIOD FOUR (8/01/12 - 7/31/13)Labor Hour Items

<u>LABOR CATEGORY</u>	<u>HOURLY RATE</u>	<u>ESTIMATED HOURS</u>	<u>TOTAL</u>
Project Manager	\$	1,920 hours	\$
Network Engineer	\$	1,920 hours	\$
Jr. Network Engineer	\$	1,920 hours	\$
Web Developer	\$	1,920 hours	\$
Sr. Scanner Operator	\$	1,920 hours	\$
Scanner Operator	\$	1,920 hours	\$
Document Control Technician	\$	1,920 hours	\$
Secretary II	\$	5,760 hours	\$
<u>Receptionist</u>	\$	1,920 hours	<u>\$</u>
Subtotal Labor Hour Items			\$

Cost (No Fee) Item

Other Direct Costs	\$10,000
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Total Option Period Four Funding	\$
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**B.2 CONSIDERATION AND OBLIGATION--WORK ORDERS**

(a) The total estimated amount of this contract (ceiling) for the products/services ordered, delivered, and accepted under this contract is \$(to be completed at time of award). The Contracting Officer may unilaterally increase this amount as necessary for work orders to be placed with the Contractor during the contract period provided such orders are within any maximum ordering limitation prescribed under this contract.

(b) The amount presently obligated with respect to this contract is \$(to be completed at time of award). The Contracting Officer's Technical Representative may issue orders for work up to the amount presently obligated. This obligated amount may be unilaterally increased from time to time by the Contracting Officer by written modification to this contract. The obligated amount shall, at no time, exceed the contract ceiling as specified in paragraph (a) above. When and if the amount(s) paid and payable to the Contractor hereunder equals the obligated amount, the Contractor shall not be obligated to continue performance of the work unless and until the Contracting Officer increases the amount obligated with respect to this contract. Any work undertaken by the Contractor in excess of the obligated amount specified above is done so at the Contractor's sole risk.

**SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK****STATEMENT OF WORK  
INFORMATION TECHNOLOGY, DOCUMENT MANAGEMENT, AND ADMINISTRATIVE  
SUPPORT****1.0 GENERAL****1.1 Scope of Work**

The Contractor shall provide Information Technology (IT) and administrative support to the Defense Nuclear Facilities Safety Board (Board). The contractor shall be responsible for providing management, technical and support personnel to perform all tasks identified in this SOW. The contractor shall manage and staff the contract with an adequate number of qualified personnel to manage the tasks described herein and related projects, maintain normal day-to-day operations and implement system enhancements of the data center as identified.

**1.2 Background**

The Board is an independent Federal government agency with responsibility for the oversight of the Department of Energy (DOE)'s defense nuclear facilities located throughout the United States. The Board is directed by a Chairman and four members appointed by the President and supported by three main organizational units: the Offices of the Technical Director, General Counsel, and General Manager. The Board's mission as described by the Atomic Energy Act is to ensure that the public health and safety are adequately protected at the DOE defense nuclear facilities. In fulfilling this mission the Board has a requirement for IT and administrative support services.

The Board's offices are located on four floors (3<sup>rd</sup>, 4<sup>th</sup>, 7<sup>th</sup>, and 8<sup>th</sup>) at 625 Indiana Avenue, NW in Washington, D.C. Site representatives are also stationed at six regional DOE offices across the country (hereinafter referred to as "site offices"). Electronic card readers control access to the Board's headquarters office space. The main reception area is located on the seventh floor, and visitors must go to the receptionist to gain access to the facility. The receptionist also answers the main telephone number for the Board.

The Board's mailroom is located on the seventh floor. Equipment in this area includes a mail metering machine, a binder, a paper drill press, a fax machine, and two photocopiers.

**1.3 IT Infrastructure**

To accomplish its mission, the Board has invested in creating an IT infrastructure at its headquarters. As a federal agency that mirrors information technology best practices of private industry, the Board must also comply with a variety of federal regulations and standards, such as the Federal Information Security Management Act (FISMA), standards and guidance published by the National Institute of Standards and Technology (NIST), and circulars and memorandums issued by the Office of Management and Budget (OMB).

The Board's IT infrastructure consists of the following major components:

- Between 100-150 computer users (including employees, on-site contractors, interns, technical experts, and other authorized users)
- Approximately 150 Dell desktop and laptop PCs running Windows XP and the Microsoft Office 2003 Suite. The PCs are located on four floors of a commercial building connected to a Local Area Network (LAN), and at the Board's alternate facility used for Continuity of Operations (COOP) purposes. [Note: the Board is in the process of upgrading all of its existing desktop and laptop computers to a new standard configuration based on Windows XP SP2, Microsoft Office 2007, Internet Explorer 7, and other miscellaneous productivity applications, all tested to comply with the Federal Desktop Core Configuration (FDCC) settings mandated by OMB. This effort may be on-going at the time this contract is awarded.]
- Approximately 30 network printers and about 30 personal printers.
- Approximately 20 Dell PowerEdge servers consisting of a mix of Novell NetWare, Microsoft Windows 2000/2003 servers.
- Multiple custom applications, that are used for procurement, financial management, document management, and travel management purposes.
- A switched backbone environment consisting of Intel and Dell switches.
- The cabling (including to the desktop) is a mix of Cat 3 and Cat 5 copper twisted pair.
- Perimeter security devices include firewalls, SSL VPN remote access devices, and anti-spam appliances.
- The Board has a T-1 connection to its Internet Service Provider (ISP) and one associated perimeter router.
- The Board's site offices connect to the Board's IT infrastructure via ISDN WAN links (with the exception of one office that connects over the Internet via satellite)
- All servers, firewalls, and routers are located in an environmentally controlled data center at the Board's primary office location.
- The Board maintains an alternate facility in Germantown, MD for use in case the Board needs to activate its COOP or respond to other emergencies, which replicates the Board's core IT services and has its own DSL Internet connection.

The Board's Federal IT staff provides technical skills and management in:

- Strategic planning, IT assessments and project management.
- Enterprise Architecture, IT Security and Privacy.
- IT security technologies such as anti-virus, spyware protection, Internet use and abuse monitoring, and spam filtering.
- Developing standards, processes and procedures for configuration and change management, systems documentation, and systems administration.

#### **1.4 Contractor Personnel Requirements**

All Contractor personnel shall exhibit courteous behavior and be required to wear Board issued identification badges at all times while on duty.

Contractor personnel shall not discuss, share, or otherwise make public any information regarding IT system configurations or vulnerabilities, personnel, privacy, or security sensitive information, or anything that may impact the security or reputation of the Board. A non-disclosure agreement will be signed by the contractor barring unauthorized disclosure of any Board security-related information.

## **1.5 Other General Requirements**

### **1.5.1 Security Requirements**

All personnel must possess or be eligible to possess a “Q” clearance from the Department of Energy.

### **1.5.2 Place of Performance**

Work will be performed primarily at Board’s facilities in Washington, DC with very infrequent travel (one contractor staff 1 or 2 times a year) to support the Board’s Site Representatives and offsite meetings. Additionally, contractor staff may be required to travel to the Board’s alternate facility in Germantown, MD to ensure proper operation of IT equipment at this location.

## **2.0 GOVERNMENT FURNISHED PROPERTY/DATA/SERVICES**

The Board shall provide all required facilities and equipment including office space, office furniture, office supplies, computer hardware and software (with Internet access), and telephones necessary to accomplish and support the efforts stated herein. Contractor personnel must comply with board policy on proper use of Government furnished equipment.

The Board shall be responsible for requesting/obtaining “Q” clearances from the Department of Energy for contractor personnel.

## **3.0 CONTRACTOR FURNISHED ITEMS**

The contractor shall furnish all facilities, equipment, and material necessary to perform the work described by this SOW except those items to be furnished by the Government as listed in Section 2.0 above.

## **4.0 SPECIFIC TASKS**

### **4.1 *Program Management Services***

The contractor will provide day-to-day management of its personnel at the work site to ensure that the activities of contracting staff support the Board’s initiatives. The Program Manager will attend status and project meetings and interface directly with Board management staff. The Program Manager will provide for the planning, monitoring, analyzing, executing and close out of various technical support projects assigned to Help Desk, Data Center, IRIS, and other contractor staff.

Examples of the project management tasks to be performed include, but are not limited to:

- Assisting the Board’s IT management in defining the project scope, deliverables, and requirements for projects
- Planning project activities, tasks, milestones, resources, and performance measures
- Ensuring contractor staff comply with Board’s IT technical requirements
- Providing quality assurance
- Managing resources
- Analyzing issues and problems and recommending their solution
- Communicating orally and in writing on all aspects of the work performed under this contract

- Presenting formal and informal briefings to Board technical and non-technical staff as requested
- Maintaining meeting minutes when requested as well as project lists, project and work schedules, timesheets, contact lists, and performing other duties associated with excellent project management

#### **4.2     *Help Desk Technical Support Services***

At the Board, technical support is used to assist and promote the use of technology within the Board computing and business environments. The Board's help desk has been the traditional mechanism for providing technical support, accompanied by one-on-one assistance, basic training and self-service web based programs.

The contractor will staff and maintain a Help Desk to provide technical support to Board personnel. The contractor will provide on-site support at the Board facility as well as phone support to telecommuters and travelers who access the Board remotely. The contractor shall provide staff coverage from 7am-5pm Monday through Friday. Occasional evening or weekend work may be required upon request and approval of the Board's IT management.

All Help Desk calls will be answered and responded to in accordance with agreed upon Service Level Agreements (SLAs) and existing Board policies and procedures. The contractor will participate in developing and implementing additional procedures and checklists to assist in ensuring efficient high quality customer service. The contractor will be responsible for maintaining a call tracking system, opening and tracking tickets for all calls, and providing monthly ticket metrics to the Board. It is expected that the contractor will also develop and maintain a knowledgebase to facilitate technical support efforts.

The contractor will provide support for all end user hardware and software, including but not limited to:

- Desktop and laptop computers (and their associated peripherals)
- Network and personal printers
- Telephones and PDAs
- Scanners
- Commercial Off The Shelf (COTS) and Government Off The Shelf (GOTS) software
- Work with vendor representatives to resolve generic problems with custom applications
- Other software as appropriate

In addition to providing technical support to computer users, the contractor's Help Desk staff will also perform the following functions:

- Maintaining the call ticketing system
- Deployment of end user hardware (including PCs, laptops, PDAs, cell phones, monitors, printers, security tokens, etc.) and software
- Equipment moves, adds, and changes
- Maintenance of printers and scanners
- Development and implementation of computer desktop images that conform with relevant Board and OMB/NIST standards, such as FDCC settings
- Maintaining an accurate automated inventory of all hardware, software, and licenses owned by Board in accordance with Board policies
- Equipment disposal in accordance with Board and federal policies
- Performing a daily morning checklist to ensure that critical services are up when users start work
- Testing of new hardware and software

- Basic phone system support, including phone moves, under the direction of the Board's IT staff
- Setting up of audiovisual equipment (e.g., projectors, screens, etc...) per request tickets
- Providing computer orientation to new Board staff and basic remote access training to telecommuters
- Administering a loaner laptop program for travelers and telecommuters, which includes maintaining laptops in a standard, secure configuration.
- Creating and maintaining documentation of all hardware, software, and procedures implemented and/or managed by the Help Desk.
- Maintaining a well-organized and neat storage environment for spare IT equipment
- Assisting Data Center staff with hardware and software testing as appropriate
- Assisting with information security incident response as requested by Board's Information Systems Security Officer (ISSO)
- Assisting with development and maintenance of content for the IT section of the Board's Intranet site (such as development of Frequently Asked Questions (FAQs))
- Completing additional IT projects as directed by Board IT management (projects currently underway or planned for the near future include desktop computing environment refresh, installation of new desktop software such as Microsoft Office 2007, etc.)

#### **4.3     *Data Center (DC) Technical Support Services***

The contractor will provide qualified personnel to assist the Board's IT staff with maintenance of servers, network infrastructure, and other Data Center components and operations in accordance with agreed upon Service Level Agreements (SLAs) and existing Board policies and procedures. The contractor will provide technical expertise to assist Board staff with planning, testing, implementing, and operating server and network technologies. The contractor shall provide staff coverage from 7am-5pm Monday through Friday. Occasional evening or weekend work may be required upon request and approval of the Board's IT management.

The contractor's staff will comply with all Board configuration management and security procedures in performing their duties. Additionally, the contractor will also assist in the development of standard operating procedures and configuration standards related to Data Center operations.

Duties performed by the contractor's Data Center Operations staff include the following activities as well as other related Data Center support activities:

- Installation, maintenance, and repair of server hardware and software in accordance with Board procedures
- Administration and maintenance of enterprise network and server applications such as Novell NetWare, Novell eDirectory, Novell GroupWise, Microsoft Server (/2000/2003), Citrix, Microsoft IIS server, Microsoft SQL Server, Microsoft Active Director, etc.
- Notification of Board IT staff within two hours of any server/application failures that occur outside of normal hours of service
- Response within four hours to any server/application failures that occur outside of normal hours of service
- Installation and maintenance of networking devices and cabling
- Maintaining patch levels on all servers and network devices in accordance with Board policies
- Performing complete, accurate and timely backups in accordance with Board procedures, and managing the rotation, storage, off-site storage, and disposition of backup media
- Restoring data from backups in accordance with Board policies
- Monitoring servers, network components, and other Data Center components for potential problems and anomalies.

- Supporting IT equipment at the Board's alternate facility in Germantown, MD, including replicating core IT services and testing their effective operation regularly.
- Monitoring the Board's IT security-related equipment, including perimeter firewalls, remote access devices (SSL & IPsec VPNs) and anti-spam appliances.
- Developing and maintaining a disciplined test lab environment that simulates the Board's production environment to the largest extent possible.
- Creating, administering, and deleting user accounts in accordance with Board policies and Board IT staff.
- Assisting with the development of system architectures and project plans
- Developing and maintaining thorough documentation for the systems they support
- Assisting with implementation and maintenance of security technologies and components as requested by Board's ISSO
- Providing advanced technical support for issues escalated from the Help Desk
- Assisting with information security incident response as requested by Board's ISSO
- Participating in meetings with Board IT staff as requested
- Completing additional IT projects as directed by the Board's IT staff (projects currently underway or planned for the near future include Active Directory deployment, implementation of NIST-compliant standard desktop computer configurations, etc...)

#### **4.4     *Web Development Support Services***

The Defense Nuclear Facilities Safety Board (DNFSB) currently maintains both internal and external web sites providing staff, contractors, and the public a multitude of information associated with the Board's technical, administrative, legal, and human resources responsibilities. The sites must remain coherent and accessible, and follow industry best practices as well as complying with applicable Federal requirements. Therefore, the Board needs a web developer with appropriate web design skills to maintain both the DNFSB internal and external web sites and ensure that they satisfy the diverse and changing needs of staff.

The purpose of this task is to provide technical support for the on-going design, enhancement and maintenance of the Board's internal and external web site. The Board's web sites are used to provide its employees, contractors, and the public with a variety of information. This information includes public documents, policies, procedures, directives, standards, schedules, staff information, administrative documents, forms, links to other web sites, and computer support documentation. The Board requires web development and implementation services and a dedicated on-site web master to provide operation and maintenance services for both the internal and external web sites. Individuals performing this task will have all or a combination of the following:

- Experience in working with organizational unit representatives to determine functional requirements, and the ability to identify possible technical solutions for each identified requirement.
- Experience creating interactive web sites (web graphics and layouts using web tools including but not limited to Adobe Photoshop/InDesign, Macromedia Fireworks/Dreamweaver and Contribute, Microsoft .NET (C++, C#, ASP, VB), and native HTML, J2EE and Java preferably using both Microsoft IIS and Apache Tomcat/Web Server).
- Experience in web site design and development for Federal Government and/or commercial customers with knowledge of web security (SSL, PKI) and user authentication techniques.
- Experience in web site application development in closed and services-oriented architectures utilizing enterprise relational database connections.

- Experience designing, developing and interfacing with various web portal technology frameworks as well as enterprise group productivity software.
- General familiarity with SOAP Extensibility, WSDL and XML.
- Knowledge of Section 508 accessibility requirements for Federal web sites.
- General knowledge of Content Management System software architecture.

#### **4.5     *General Document Control/Mailroom Support Services***

- Receive and sort mail and other documents for entry into the IRIS.
- Serve as the central receiving point for all incoming mail and deliveries.
- Open and date stamp all mail received by the Board.
- Deliver mail to the correspondence control staff.
- Make photocopies as requested.
- Operate the mailroom equipment listed in the “Background” section with staff fully trained on that equipment.
- Distribute the mail to staff as required. Notify staff of receipt of special delivery packages.
- Collect outgoing mail, affix the proper postage and ensure pickup by the United States Postal Service.
- Sign acknowledgments of receipt for shipper's records.
- Support the Board's facsimile operations by monitoring the transmission and receipt of communications. Place a copy of each received fax message in the appropriate mailbox after notifying the addressee of its arrival.
- Provide all services related to the management and control of agency documents
- Keep network printers throughout the building supplied with paper and ink cartridges.
- Keep photocopiers throughout the building supplied with paper and toner cartridges.
- Maintain a record of photocopier meter readings.
- Accept deliveries of office supplies, and put them away in the supply room.
- Replenish office supplies on open “self help” shelves in the mailroom from stock in the supply room.
- Maintain a simple tracking system of office supplies on the open “self help” shelves in the mailroom as well as in the supply room, and notify the appropriate Board staff of impending shortages
- Handle the recycling of used toner cartridges.
- Bind documents as requested.
- Perform other activities in support of the Board's document control operations as assigned by the COTR.

#### **4.6     *IRIS Support***

The Board operates an automated document management system - IRIS (Information Retrieval and Imaging System), which contains more than 1,750,000 images and associated ASCII text (the Board is currently evaluating options/approaches for a new document management system that may be implemented (in part or totally) by the third quarter of FY2008).



The IRIS is part of the Board's records management program. This program consists of three parts:

- (1) Receipt, routing and cataloging of documents and correspondence
- (2) Entry of the document or correspondence into IRIS and
- (3) Filing and retention of the original document.

The IRIS functions in a Novell network environment using microprocessors, data entry stations, optical character recognition (OCR) software and scanning equipment. Each workstation on the Board's Local Area Network (LAN) access the IRIS through a Web browser, such as Netscape Navigator or Microsoft Internet Explorer.

In support of IRIS the Contractor shall:

- Prepare documents identified by the Government for entry into the IRIS.
- Scan identified documents into the IRIS.
- Perform quality control to verify acceptable quality of image and ASCII text files.
- Enter relevant data entry information including but not be limited to: "date in", "originator", "addressee", "subject abstract", and "attention".
- Produce daily C-Log. C- Log is defined as a daily listing of documents added to the IRIS.
- Determine the final location of documents in the IRIS directory structure.
- Update the databases through indexing.
- File the original documents in the Board's technical library.
- Assist Board personnel in document searches when requested.
- Monitor the IRIS for proper operation

#### **4.7 Receptionist Support**

The Contractor shall provide no less than **nine and a half (9.5) hour** coverage of the Board's main reception desk each business day, excluding Federal holidays. Coverage shall start at **7:30 A.M. and run continuously until 5:00 P.M.** Daily nine and a half hour coverage is critical, and must be provided even during short-term absences of the normal receptionist.

The receptionist shall:

- Receive and transfer phone calls for/to the staff.
- When transferring a call, record or convey times, dates, messages, and the cognizant staff member.
- Answer routine inquiries related to non-technical information, such as the place and time of meetings, location of and directions to the facility, etc.
- Demonstrate tact and diplomacy in meeting and dealing with various levels of the Board's staff, representatives of other government agencies, corporations, and the public.
- Control the visitor logbook to ensure that all visitors sign in/out and that they receive a visitor's badge before leaving the receptionist's area and return the badge when they leave.
- Provide desk and telephone coverage of the Board member reception area on the eighth floor when requested.
- Receive express mail deliveries and request vendor pick-ups of express mail leaving the building.
- Update the Board phone listing when necessary and maintain a card listing all Board cell phone numbers.

- Receive facility trouble reports and forward them to building management.
- Assist in routine clerical projects on an ad hoc basis when requested.

#### 4.8 Secretarial Support

The Office of the Technical Director is comprised of four sub-offices managed by “group leads”. Secretarial support is provided to three of the four Group Leads, each at a different location within Board space.

The support staff shall:

- Type a variety of documents such as letters, memoranda, reports and forms.
- Proofread correspondence, reports, memoranda, and forms to ensure the final document contain the correct punctuation, spelling and grammar.
- Prepare travel authorizations, reservations, vouchers (using a Board provided system) and trip reports necessary for official travel of the Board staff.
- Coordinate the FedEx deliveries, keep a log of pickups, and arrange for courier service.
- Serve as the organizational coordinator for conference room reservations, which requires the electronic scheduling of rooms for conferences or meetings.
- Perform other general office duties as assigned such as photocopying, addressing envelopes, mass mailings, collating documents, filing etc.

The following skills or abilities are required:

- Typing at least 40 words per minute
- Basic operating knowledge of personal computers.
- Operating knowledge of electronic mail.
- Operating knowledge of the Board’s phone system.
- Basic knowledge of at least one text processing software package, such as WordPerfect or Word.
- Ability to use tact and diplomacy.
- Ability to understand the structure and chain of command of a Federal agency.

#### 5.0 DELIVERABLES

The contractor shall submit several deliverables under this contract. The purpose of these deliverables is to ensure that contract requirements are met, quality services and deliverables are provided, and that all tasks are successfully completed during the performance period. ***ALL DELIVERABLES UNDER THIS ORDER BECOME the SOLE PROPERTY OF the US GOVERNMENT UPON ACCEPTANCE.***

All deliverables will be consistent with formats specified by Board. The contractor’s Project Manager shall approve and sign all draft and final deliverable documents before delivery. All contractor-produced deliverables shall be inspected by Board for conformance to the task requirements, content, completeness, and accuracy prior to acceptance. Deliverables shall be provided to Board in electronic format.

### **5.1 Kickoff/Transition Meeting**

Within 5 business days of contract award, the contractor shall meet with the Board to discuss the draft Transition and Program Management Plans submitted with the proposal. Any information needed to complete and finalize the plans will also be discussed at this meeting. The contractor will submit a list of such required information at least 3 days in advance of the meeting so that the information can be made available.

### **5.2 Transition Plan**

Within 5 business days of the kickoff/transition meeting, the contractor will deliver a final plan for the transition from the incumbent's technical support staff to their own. The plan must provide for minimal disruption of operations and support services to Board's operating environment.

### **5.3 Final Program Management Plan (PMP)**

Based on feedback from Board, the contractor will update the draft PMP and obtain final Board approval. The final plan shall be submitted within 10 business days of receipt of Board feedback.

### **5.4 Weekly and Monthly Reporting**

The contractor's Project Manager will provide verbal and written weekly and monthly status reports on the activities, tasks, and projects of the contractors. The contents and format of the weekly and monthly status reports will be provided by the COTR within 5 business days after contract award. Monthly reports are due on the 1<sup>st</sup> of each month.

### **5.5 Help Desk Operations Manual**

The contractor will develop, maintain, and implement an Operations Manual for Help Desk personnel which specifies policies, standards, and procedures for operation of the Help Desk. At minimum, this manual will include procedures for ticket management, support escalation, user account administration, asset management/inventory (including moves, adds, changes, and disposition), daily morning checklist, new user and telecommuter training, audiovisual equipment services, telephone moves/setup, and laptop loan procedures. Other applicable procedures and standards may be added during the life of the contract at the discretion of the contractor or upon request from the Board's IT management. A draft Operations Manual will be submitted to Board within 30 business days of contract award. Board will provide feedback comments within 15 business days. The contractor will then finalize a base version of the manual within 30 business days of receipt of the comments. The contractor is then expected to update and enhance the manual as appropriate throughout the life of the contract.

**SECTION D - PACKAGING AND MARKING****D.1 PACKAGING AND MARKING**

The Contractor shall package material for shipment to the Board in such a manner that will ensure acceptance by common carrier and safe delivery at destination. Containers and closures shall comply with the Interstate Commerce Commission Regulations, Uniform Freight Classification Rules, or regulations of other carriers as applicable to the mode of transportation. On the front of the package, the Contractor shall clearly identify the contract number under which the product is being provided.

**SECTION E - INSPECTION AND ACCEPTANCE****E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
2.246-5	INSPECTION – TIME-AND-MATERIAL AND LABOR HOUR	MAY 2001

**E.2 PLACE OF INSPECTION AND ACCEPTANCE**

Inspection and acceptance of the deliverable items to be furnished hereunder shall be made by the Contracting Officer's Technical Representative at the destination.

**SECTION F - DELIVERIES OR PERFORMANCE****F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.242-15	STOP-WORK ORDER	AUG 1989
	ALTERNATE I (APR 1984)	
52.247-34	F.O.B. DESTINATION	NOV 1991

**F.2 PLACE OF DELIVERY**

The items to be furnished hereunder shall be delivered, with all charges paid by the Contractor, to:

(a) Contracting Officer's Technical Representative (1 copies)

Andrew Thibadeau  
Defense Nuclear Facilities Safety Board  
25 Indiana Avenue, NW, Suite 700  
Washington, DC 20004

(b) Contracting Officer (1 copy)

Mark T. Welch  
Defense Nuclear Facilities Safety Board  
25 Indiana Avenue, NW, Suite 700  
Washington, DC 20004

**F.3 DURATION OF CONTRACT PERIOD**

This contract shall commence on August 1, 2008 and will expire on July 31, 2009. The term of this contract may be extended annually at the option of the Government for an additional 4 years.

**SECTION G - CONTRACT ADMINISTRATION DATA****G.1 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE**

(a) The Contracting Officer's Technical Representative hereinafter referred to as the COTR for this contract is:

Name: Andrew Thibadeau

Address: U.S. Defense Nuclear Facilities Safety Board  
625 Indiana Avenue, NW  
Suite 700  
Washington, DC 20004

Telephone Number: (202) 696-7088

(b) Performance of the work under this contract is subject to the technical direction of the Board COTR. The term "Technical Direction" is defined to include the following:

(1) Technical direction to the Contractor which shifts work emphasis between areas of work or tasks, fills in details, or otherwise serves to accomplish the contractual statement of work.

(2) Provide advice and guidance to the Contractor in the preparation of drawings, specifications, or technical portions of the work description.

(3) Review and, where required by the contract, approval of technical reports, drawings, specifications and technical information to be delivered by the Contractor to the Government under the contract.

(c) Technical direction must be within the general statement of work stated in the contract. The COTR does not have the authority to and may not issue any technical direction which:

(1) Constitutes an assignment of work outside the general scope of the contract.

(2) Constitutes a change as defined in the "Changes" clause of this contract.

(3) In any way cause an increase or decrease in the total estimated contract cost, the fixed fee, if any, or the time required for contract performance.

(4) Changes any of the expressed terms, conditions or specifications of the contract.

(5) Terminates the contract, settles any claim or dispute arising under the contract, or issues any unilateral directive whatever.

(d) All technical directions must be issued in writing by the COTR or shall be confirmed by such person in writing within ten (10) working days after oral issuance. A copy of said written direction shall be furnished to the Contracting Officer.

(e) The Contractor shall proceed promptly with the performance of technical directions duly issued by the COTR in the manner prescribed by this clause and within such person's authority under the provisions of this clause.

(f) If, in the opinion of the Contractor, any instruction or direction issued by the COTR is within one of the categories as defined in paragraph (c) above, the Contractor shall not proceed but shall notify the Contracting Officer in writing within five (5) working days after the receipt of any such instruction or direction and shall request the Contracting Officer to modify the contract accordingly. Upon receiving the notification from the Contractor, the Contracting Officer shall issue an appropriate contract modification or advise the Contractor in writing that, in the Contracting Officer's opinion, the technical direction is within the scope of this section and does not constitute a change under the Changes Clause.

(g) Any unauthorized commitment or direction issued by the COTR may result in an unnecessary delay in the Contractor's performance and may even result in the Contractor expending funds for unallowable costs under the contract.

(h) A failure of the parties to agree upon the nature of the instruction or direction or upon the contract action to be taken with respect thereto shall be subject to 52.233-1-Disputes, subject to Alternative Disputes Resolution.

(i) In addition to providing technical direction as defined above, the COTR is responsible for:

(1) Monitoring the Contractor's technical progress, including surveillance and assessment of performance, and recommending to the Contracting Officer changes in requirements.

(2) Assisting the Contractor in the resolution of technical problems encountered during performance.

(3) Reviewing all costs requested for reimbursement by the Contractor and submitting to the Contracting Officer recommendations for approval, disapproval, or suspension of payment for supplies and services required under this contract.

## **G.2 TRAVEL REIMBURSEMENT**

(a) Total expenditure for domestic travel may not exceed \$0.00 without the prior approval of the Contracting Officer.

(b) The Contractor is encouraged to use Government contract airlines, AMTRAK rail services, and discount hotel/motel properties in order to reduce the cost of travel under this contract. The Contracting Officer will, upon request, provide each traveler with a letter of identification which is required in order to participate in this program. The Federal Travel Directory (FTD) identifies carriers, contract fares, schedules, payment conditions, and hotel/motel properties which offer their services and rates to Government Contractor personnel traveling on official business under this contract. The FTD, which is issued monthly, may be purchased from the U.S. Government Printing Office, Washington, DC 20402.

(c) The Contractor will be reimbursed for reasonable domestic travel costs incurred directly and specifically in the performance of this contract. The cost limitations for travel costs are determined by the Federal Travel Regulations that are in effect on the date of the trip. These Regulations specify the daily maximum per diem rates for specific localities within the Conterminous United States (CONUS), the standard CONUS rate, the allowance for meals and incidental expenses (M&IE), the cost of travel by privately owned automobile, and the items which require receipts. A copy of the Regulations may be obtained from the Superintendent of Documents, Government Printing Office, Washington, DC 20402.



(d) When the Government changes the Federal Travel Regulations, it is the responsibility of the Contractor to notify the Contracting Officer in accordance with the Limitation of Cost clause of this contract if the Contractor will be unable to make all of the approved trips and remain within the cost limitations of this contract due to the changes.

### **G.3 TRAVEL AND OTHER DIRECT COSTS APPROVALS**

(a) All domestic travel or other direct costs require the prior approval of the Contracting Officer's Technical Representative.

(b) All foreign travel must be approved in advance by the Board and shall be in compliance with 52.247-63, Preference For U.S. Flag Aid Carriers. Such approval will be communicated in writing through the Contracting Officer.

### **G.4 WORK ORDER PROCEDURES**

(a) Work order request for proposal. When a requirement within the scope of work for this contract is identified, the Contracting Officer shall transmit to the Contractor a Work Order Request for Proposal (WORFP) which includes the following, as appropriate:

- (1) Scope of work/meetings/travel and deliverables;
- (2) Reporting requirements;
- (3) Period of performance-place of performance;
- (4) Applicable special provisions;
- (5) Technical skills required; and
- (6) Estimated level of effort.

(b) Work order proposal. By the date specified in the WORFP, the Contractor shall deliver to the Contracting Officer a written proposal that provides the following technical and cost information, as appropriate:

- (1) Technical proposal content;

(i) A discussion of the scope of work requirements to substantiate the contractor's understanding of the requirements of the task order and the contractor's proposed method of approach to meet the objective of the order.

(ii) Resumes for professional personnel proposed to be utilized in the performance of any resulting task order. Include educational background, specific pertinent work experience, and a list of any pertinent publications authored by the individual.

(iii) Identification of administrative support personnel and/or facilities that are needed to assist the professional personnel in completing work on the task order.

(iv) Identification of "Key Personnel" and the number of staff hours that will be committed to completion of work on the task order.

(2) Cost proposal. The Contractor's cost proposal for each work order must be prepared using Standard Form 1411, Contract Pricing Proposal cover sheet, or equivalent. Each work order cost proposal must be fully supported by cost and pricing data adequate to establish the reasonableness of the proposed amounts.

(c) Work order award. The Contractor shall perform all work described in definitized work orders issued by the Contracting Officer. Definitized work orders include the following:

- (1) Statement of work/meetings/travel and deliverables;
- (2) Reporting requirements;
- (3) Period of performance;
- (4) Key personnel;
- (5) Applicable special provisions; and
- (6) Total work order amount.

## **G.5 ACCELERATED WORK ORDER PROCEDURES**

(a) The Board may require the Contractor to commence work before receipt of a definitized work order from the Contracting Officer. Accordingly, when the Contracting Officer verbally authorizes the work, the Contractor shall proceed with performance of the work order subject to the monetary limitation established for the work order by the Contracting Officer.

(b) When this accelerated procedure is employed by the Board, the Contractor agrees to begin promptly negotiating with the Contracting Officer the terms of the definitive work order and agrees to submit a cost proposal with supporting cost or pricing data. If agreement on a definitized work order is not reached by the target date mutually agreed upon by the Contractor and Contracting Officer, the Contracting Officer may determine a reasonable price and/or fee in accordance with Subpart 15.8 and Part 31 of the FAR, subject to Contractor appeal as provided in 52.233-1, Disputes. In any event, the Contractor shall proceed with completion of the task order, subject only to the monetary limitation established by the Contracting Officer and the terms and conditions of the basic contract.

## **G.6 BILLING INSTRUCTIONS-ALTERNATE I**

a. General: The Contractor shall prepare vouchers/invoices as prescribed herein. Failure to submit vouchers/invoices in accordance with these instructions will result in rejection of the voucher/invoice as improper.

b. Form: Claims shall be submitted on the payee's letterhead, voucher/invoice, or on the Government's Standard Form 1034, "Public Voucher for Purchases and Services Other than Personal," and Standard Form 1035 "Public Voucher for Purchases Other than Personal--Continuation Sheet." These forms are

available from the U.S. Government Printing Office, 701 North Capitol Street, NW, Washington, DC 20801.

c. Number of Copies. An original and two copies, shall be submitted. Failure to submit all the required copies will result in rejection of the voucher/invoice as improper.

d. Designated Agency Billing Office: Vouchers/invoices shall be submitted to the following address:

U.S. Defense Nuclear Facilities Safety Board  
ATTN: Ms. Vi Johnson  
625 Indiana Avenue, NW, Suite 700  
Washington, DC 20004

e. Agency Payment Office: Voucher/invoice payment(s) will be made by the following:

U.S. General Services Administration  
External Services Branch, Room 1065 (6BCE)  
1500 E. Bannister Street  
Kansas City, MO 64131

f. Frequency: The Contractor may submitted a voucher/invoice on a monthly basis dependent upon services rendered as requested by the Board, or products delivered in performance of the contract, unless otherwise specified in the contract.

g. Preparation and Itemization of the Voucher/Invoice. The voucher/invoice shall be prepared in ink or by typewriter (without strikeovers). Corrections or erasures must be initialed. To be considered a proper voucher/invoice, all of the following elements must be included.

(1) Contract Number.

(2) Sequential voucher/invoice number.

(3) Date of voucher/invoice.

(4) COTR's name as designated in the contract.

(5) Payee's name and address. (Show the name of the Contractor and its correct address. In addition, when an assignment of funds has been made by the Contractor, or a different payee has been designated, include the name and address of the payee.) Indicate the name and telephone number of the individual responsible for answering questions the Board may have regarding the voucher/ invoice.

(6) Description of articles or services, quantity, unit price, and total amount.

(7) Weight and zone of shipment, if shipped by parcel post.

(8) Charges for freight or express shipments. Attach prepaid bill if shipped by freight or express.

(9) Instructions to consignee to notify the Contracting Officer of receipt of shipment.

(10) In accordance with the provisions of Clause No. 52.232-7, "Payment under Time-and-Materials and Labor-Hour Contracts," the Contractor shall deduct five percent (5%) from each total labor amount for which reimbursement is requested. The cumulative effect of each deduction shall not exceed \$50,000.00. The amounts of the individual and cumulative total deductions shall be separately reflected on each voucher or invoice. The Contractor shall not be reimbursed for the amounts deducted until the execution and delivery of a release by the Contractor as provided for under paragraph (f) of the aforementioned Clause.

(11) For Indefinite Delivery contracts or contracts under which progress payments are authorized, the final voucher/invoice shall be marked "COMPLETION VOUCHER" or "COMPLETION INVOICE."

h. Currency. Billings may be expressed in the currency normally used by the Contractor in maintaining his accounting records and payments will be made in that currency. However, the U.S. dollar equivalent for all voucher/invoices paid under the contract may not exceed the total U.S. dollars authorized in the contract.

## SECTION H - SPECIAL CONTRACT REQUIREMENTS

### H.1 DETERMINATION OF MINIMUM WAGES AND FRINGE BENEFITS

(a) Each non-exempt employee of the Contractor or any subcontractor performing services under this contract shall be paid at least the minimum allowable monetary wage and fringe benefits prescribed under the U.S. Department of Labor Wage Determination which is attached (See Section J for List of Attachments).

(b) In accordance with FAR 52.222-43, "Fair Labor Standard Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts)", incorporated in Section I herein, the prevailing wage determination shall be complied with in pricing the base year and all option years. If applicable, the contract will be adjusted annually, prior to the exercise of an option, to reflect a change in the wage determination. This adjustment shall be made in accordance with this clause within 30 days from the date of the option exercise. Adjustments will not be made with respect to those employees not covered by the provisions of the DOL Wage Determination.

(c) Any adjustment made under FAR clause 52.222-43 is predicated on (1) that proposed direct labor rates for each option year do not contain any contingency for increased cost from which adjustment is provided by FAR 52.222-43, and (2) any adjustment will be only to Direct Labor and Fringe Benefit.

### H.2 PERSONNEL AND FACILITY SECURITY

This requirement contains criteria concerning personnel security. Due to the sensitive and classified nature of the material that the Contractor, including subcontractors or consultants, if any, may be working with, personnel proposed under this contract will be required to obtain DOE security clearances. Proposed personnel must be U.S. citizens in order to be eligible for a DOE security clearance under the provisions of 10 CFR part 710.

### H.3 SITE ACCESS BADGE REQUIREMENT

During the life of this contract, the rights of ingress and egress for contractor personnel must be made available as required. In this regard, all contractor personnel whose duties under this contract require their presence on-site shall be clearly identifiable by a distinctive badge furnished by the Government. The COTR shall assist the contractor in obtaining the badges for the contractor personnel. It is the sole responsibility of the contractor to ensure that each employee has proper identification at all times. All prescribed identification must be immediately delivered to the COTR for cancellation or disposition upon the termination of employment of any contractor personnel. Contractor personnel must have this identification in their possession during on-site performance under this contract. It is the contractor's duty to assure that contractor personnel enter only those work areas necessary for performance of contract work, and to assure the safeguarding of any Government records or data that contractor personnel may come into contact with.

#### **H.4 KEY PERSONNEL**

(a) The following individuals are considered to be essential to the successful performance of the work hereunder:

Project Manager  
Network Engineer  
Jr. Network Engineer  
Web Developer

The Contractor agrees that personnel may not be removed from the contract work or replaced without compliance with paragraphs (b) and (c) of this section.

(b) If one or more of the key personnel, for whatever reason, becomes, or is expected to become, unavailable for work under this contract for a continuous period exceeding 30 work days, or is expected to devote substantially less effort to the work than indicated in the proposal or initially anticipated, the Contractor shall immediately notify the Contracting Officer and shall, subject to the concurrence of the Contracting Officer, promptly replace the personnel with personnel of at least substantially equal ability and qualifications.

(c) Each request for approval of substitutions must be in writing and contain a detailed explanation of the circumstances necessitating the proposed substitutions. The request must also contain a complete resume for the proposed substitute and other information requested or needed by the Contracting Officer to evaluate the proposed substitution. The Contracting Officer or his/her authorized representative shall evaluate the request and promptly notify the Contractor of his or her approval or disapproval in writing.

(d) If the Contracting Officer determines that suitable and timely replacement of key personnel who have been reassigned, terminated, or have otherwise become unavailable for the contract work is not reasonably forthcoming, or that the resultant reduction of productive effort would be so substantial as to impair the successful completion of the contract or the service order, the contract may be terminated by the Contracting Officer for default or for the convenience of the Government, as appropriate. If the Contracting Officer finds the contractor at fault for the condition, the contract price or fixed fee may be equitably adjusted downward to compensate the Government for any resultant delay, loss, or damage.

#### **H.5 NONDISCRIMINATION BECAUSE OF AGE**

It is the policy of the Executive Branch of the Government that:

(a) Contractors and subcontractors engaged in the performance of Federal contracts may not, in connection with the employment, advancement, or discharge of employees or in connection with the terms, conditions, or privileges of their employment, discriminate against persons because of their age except upon the basis of a bona fide occupational qualification, retirement plan, or statutory requirements; and

(b) That contractors and subcontractors, or person acting on their behalf, may not specify, in solicitations or advertisements for employees to work on Government contracts, a maximum age limit for employment unless the specified maximum age limit is based upon a bona fide occupational qualification, retirement plan, or statutory requirement.

## H.6 INCORPORATION OF SECTION K BY REFERENCE

In accordance with FAR 15.204-1(b), Part IV of the Uniform Contract Format shall not be physically included in the contract, but Section K, Representations, Certifications, and Other Statements of Offerors (as completed by the Contractor at the time of proposal submission), shall be deemed incorporated by reference in the contract.

## H.7 SECTION 508 STANDARDS

The Rehabilitation Act of 1973, as amended, insures that Federal employees with disabilities will be able to use information technology to do their jobs and that members of the public who are seeking information from Federal sources will be able to use information technology to access the information on equal footing with people who do not have disabilities. Information on the Section 508 standards can be viewed at [www.section508.gov](http://www.section508.gov). Work performed under this contract will be subject to compliance with the standards in effect as of the date of contract award.

## H.8 CONTRACTOR STAFF TRAINING

(a) The contractor shall provide fully trained and experienced technical and lead personnel (including replacement personnel) required for contract performance. This includes training necessary for keeping personnel abreast of industry advances and for maintaining proficiency on equipment, computer languages, and computer operating systems that are available on the commercial market. Training of personnel shall be performed by the Contractor at its own expense except for the following:

(1) When the Government has given prior approval for training to meet special contract requirements.

(2) Limited training of Contractor employee(s) may be authorized when the Government changes the IT hardware and/or software during performance and it is determined to be in its best interests.

(3) Training for contractor employees to attend seminars, symposia, or user group conferences when certified by the Contractor and the COTR that attendance is mandatory for the performance of contract requirements.

(b) When training is authorized by the Government under the conditions set forth above, the Government will reimburse the Contractor for labor, tuition, and travel (if required) in accordance with the Contractor's standard accounting/estimating procedures. For training expenses (including labor) reimbursed as a direct cost, the Contractor agrees to reimburse the Government a prorata share of the training expenses for each employee who subsequently is no longer employed under the contract within one year from the completion of training (i.e., if the Government paid \$12,000 to train an individual no longer employed under the task order after six months, the contractor would reimburse the Government \$6,000). This reimbursement would not be required for an employee replaced by an individual who has received the same training paid by the Government for the original employee, provided the replacement occurs within two weeks from the original employee's last day of employment under the task order. A replacement after that time frame would reduce the prorata reimbursement owed the Government (i.e., under the above scenario if the employee is replaced after one month with an individual who has received the same training, the amount to be reimbursed would be reduced from \$6,000 to \$1,000).

**PART II - CONTRACT CLAUSES****SECTION I - CONTRACT CLAUSES****I.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.202-1	DEFINITIONS	JUL 2004
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP 2006
52.203-7	ANTI-KICKBACK PROCEDURES	JUL 1995
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEP 2007
52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND ETHICS	DEC 2007
52.204-2	SECURITY REQUIREMENTS	AUG 1996
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG 2000
52.204-7	CENTRAL CONTRACTOR REGISTRATION	JUL 2006
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	SEP 2007
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	SEP 2006
52.215-2	AUDIT AND RECORDS--NEGOTIATION	JUN 1999
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT 1997
52.215-14	INTEGRITY OF UNIT PRICES	OCT 1997
52.216-7	ALLOWABLE COST AND PAYMENT	DEC 2002
52.216-11	COST CONTRACT--NO FEE	APR 1984
52.216-29	T&M/LH PROPOSAL REQUIREMENTS -	FEB 2007



	NON-COMMERCIAL ITEMS ACQUISITION WITH ADEQUATE PRICE COMPETITION	
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	MAY 2004
52.219-14	LIMITATIONS ON SUBCONTRACTING	DEC 1996
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB 1997
52.222-3	CONVICT LABOR	JUN 2003
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB 1999
52.222-26	EQUAL OPPORTUNITY	MAR 2007
52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	SEP 2006
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN 1998
52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	SEP 2006
52.222-43	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT – PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS)	MAY 1989
52.222-50	COMBATING TRAFFICKING IN PERSONS	AUG 2007
52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION	AUG 2003
52.223-14	TOXIC CHEMICAL RELEASE REPORTING	AUG 2003
52.223-6	DRUG-FREE WORKPLACE	MAY 2001
52.224-1	PRIVACY ACT NOTIFICATION	APR 1984
52.224-2	PRIVACY ACT	APR 1984
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	FEB 2006
52.227-1	AUTHORIZATION AND CONSENT	DEC 2007
52.227-14	RIGHTS IN DATA – GENERAL	DEC 2007
52.228-7	INSURANCE--LIABILITY TO THIRD PERSONS	MAR 1996
52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR 1984
52.232-7	PAYMENTS UNDER TIME-AND-MATERIAL AND LABOR-HOUR CONTRACTS ALTERNATE 1 (FEB 2007)	FEB 2007
52.232-17	INTEREST	JUN 1996
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.232-33	PAYMENT BY ELECTRONIC FUNDS--CENTRAL CONTRACTOR REGISTRATION	OCT 2003
52.233-1	DISPUTES ALTERNATE 1 (DEC 1991)	JUL 2002
52.233-3	PROTEST AFTER AWARD ALTERNATE I (JUN 1985)	AUG 1996
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	APR 1984
52.237-3	CONTINUITY OF SERVICES	JAN 1991
52.239-1	PRIVACY OR SECURITY SAFEGUARDS	AUG 1996
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR 1984

52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY 2001
52.242-13	BANKRUPTCY	JUL 1995
52.243-3	CHANGES—TIME-AND-MATERIALS OR LABOR-HOURS	SEP 2000
52.243-7	NOTIFICATION OF CHANGES	APR 1984
52.244-2	SUBCONTRACTS	JUN 2007
52.244-5	COMPETITION IN SUBCONTRACTING	DEC 1996
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	MAR 2007
52.245-1	GOVERNMENT PROPERTY	JUN 2007
52.245-9	USE AND CHARGES	JUN 2007
52.246-23	LIMITATION OF LIABILITY	FEB 1997
52.248-1	VALUE ENGINEERING	FEB 2000
52.249-6	TERMINATION (COST-REIMBURSEMENT) ALTERNATE IV (SEP 1996)	MAY 2004
52.251-1	GOVERNMENT SUPPLY SOURCES	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

## **I.2 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

## **I.3 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

## **I.4 52.219-17 SECTION 8(a) AWARD (DEC 1996)**

(a) By execution of a contract, the Small Business Administration (SBA) agrees to the following:

(1) To furnish the supplies or services set forth in the contract according to the specifications and the terms and conditions by subcontracting with the Offeror who has been determined an eligible concern pursuant to the provisions of section 8(a) of the Small Business Act, as amended (15 U.S.C. 637(a)).

(2) Except for novation agreements and advance payments, delegates to the Defense Nuclear Facility Safety Board the responsibility for administering the contract with complete authority to take any action on behalf of the Government under the terms and conditions of the contract; provided, however that the contracting agency shall give advance notice to the SBA before it issues a final notice terminating the right of the subcontractor to proceed with further performance, either in whole or in part, under the contract.

(3) That payments to be made under the contract will be made directly to the subcontractor by the contracting activity.

(4) To notify the Defense Nuclear Facility Safety Board Contracting Officer immediately upon notification by the subcontractor that the owner or owners upon whom 8(a) eligibility was based plan to relinquish ownership or control of the concern.

(5) That the subcontractor awarded a subcontract hereunder shall have the right of appeal from decisions of the cognizant Contracting Officer under the "Disputes" clause of the subcontract.

(b) The offeror/subcontractor agrees and acknowledges that it will, for and on behalf of the SBA, fulfill and perform all of the requirements of the contract.

(c) The offeror/subcontractor agrees that it will not subcontract the performance of any of the requirements of this subcontract to any lower tier subcontractor without the prior written approval of the SBA and the cognizant Contracting Officer of the Defense Nuclear Facility Safety Board.

#### **I.5 52.219-18 NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(a) CONCERNS (JUNE 2003)**

(a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) Program and which meet the following criteria at the time of submission of offer -

(1) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and

(2) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.

(b) By submission of its offer, the Offeror represents that it meets all of the criteria set forth in paragraph (a) of this clause.

(c) Any award resulting from this solicitation will be made to the Small Business Administration, which will subcontract performance to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.

(d)(1) Agreement. A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

(2) The Contractor will notify the Defense Nuclear Facility Safety Board Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

#### **I.6 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JUNE 2007)**

(a) Definitions. As used in this clause-

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts-

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the exercise date specified in the contract for any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/services/contractingopportunities/sizestandardstopics/>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the rerepresentation required by paragraph (b) of this clause by validating or updating all its representations in the Online Representations and Certifications Application and its data in the Central Contractor Registration, as necessary, to ensure they reflect current status. The Contractor shall notify the contracting office by e-

mail, or otherwise in writing, that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in ORCA, or does not have a representation in ORCA for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it [ ] is, [ ] is not a small business concern under NAICS Code 541513 assigned to contract number.

[Contractor to sign and date and insert authorized signer's name and title].

## **I.7 52.222-39 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES (DEC 2004)**

(a) Definition. As used in this clause--

"United States" means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

### **Notice to Employees**

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board  
Division of Information  
1099 14th Street, N.W.  
Washington, DC 20570  
1-866-667-6572  
1-866-316-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at <http://www.nlr.gov>.

(c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR Part 470, and orders of the Secretary of Labor.

(d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR Part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR Part 470, which implements Executive Order 13201, or as are otherwise provided by law.

(e) The requirement to post the employee notice in paragraph (b) does not apply to--

(1) Contractors and subcontractors that employ fewer than 15 persons;

(2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;

(3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;

(4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that--

(i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and

(ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or

(5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.

(f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall--

(1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW,

Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Download a copy of the poster from the Office of Labor- Management Standards website at <http://www.olms.dol.gov>; or

(3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.

(g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR Part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

## **I.8 52.222-41 SERVICE CONTRACT ACT OF 1965 (NOV 2007)**

(a) Definitions. As used in this clause--

"Act" means the Service Contract Act of 1965, as amended (41 U.S.C. 351, et seq.).

"Contractor" when this clause is used in any subcontract, shall be deemed to refer to the subcontractor, except in the term "Government Prime Contractor."

"Service employee," means any person engaged in the performance of this contract other than any person employed in a bona fide executive, administrative, or professional capacity, as these terms are defined in Part 541 of Title 29, Code of Federal Regulations, as revised. It includes all such persons regardless of any contractual relationship that may be alleged to exist between a Contractor or subcontractor and such persons.

(b) Applicability. This contract is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor (29 CFR Part 4). This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 356, as interpreted in Subpart C of 29 CFR Part 4.

(c) Compensation.

(1) Each service employee employed in the performance of this contract by the Contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor, or authorized representative, as specified in any wage determination attached to this contract.

(2)(i) If a wage determination is attached to this contract, the Contractor shall classify any class of service employee which is not listed therein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination) so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits as are determined pursuant to the procedures in this paragraph (c).

(ii) This conforming procedure shall be initiated by the Contractor prior to the performance of contract work by the unlisted class of employee. The Contractor shall submit Standard Form (SF) 1444, Request for Authorization of Additional Classification and Rate, to the Contracting Officer no later than 30 days after the unlisted class of employee performs any contract work. The Contracting Officer shall review the proposed classification and rate and promptly submit the completed SF 1444 (which must include information regarding the agreement or disagreement of the employees' authorized representatives or the employees themselves together with the agency recommendation), and all pertinent information to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the Contracting Officer within 30 days of receipt that additional time is necessary.

(iii) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the Contracting Officer who shall promptly notify the Contractor of the action taken. Each affected employee shall be furnished by the Contractor with a written copy of such determination or it shall be posted as a part of the wage determination.

(iv)(A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination depending on the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under Federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.

(B) In the case of a contract modification, an exercise of an option, or extension of an existing contract, or in any other case where a Contractor succeeds a contract under which the classification in question was previously conformed pursuant to paragraph (c) of this clause, a new conformed wage rate and fringe benefits may be assigned to the conformed classification by indexing (i.e., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the Contractor shall advise the Contracting Officer of the action taken but the other procedures in subdivision (c)(2)(ii) of this clause need not be followed.

(C) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section (6)(a)(1) of the Fair Labor Standards Act of 1938, as amended.



(v) The wage rate and fringe benefits finally determined under this subparagraph (c)(2) of this clause shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract.

(vi) Upon discovery of failure to comply with subparagraph (c)(2) of this clause, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the date such class or classes of employees commenced contract work.

(3) Adjustment of Compensation. If the term of this contract is more than 1 year, the minimum monetary wages and fringe benefits required to be paid or furnished thereunder to service employees under this contract shall be subject to adjustment after 1 year and not less often than once every 2 years, under wage determinations issued by the Wage and Hour Division.

(d) Obligation to Furnish Fringe Benefits. The Contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined under subparagraph (c)(2) of this clause by furnishing equivalent combinations of bona fide fringe benefits, or by making equivalent or differential cash payments, only in accordance with Subpart D of 29 CFR Part 4.

(e) Minimum Wage. In the absence of a minimum wage attachment for this contract, neither the Contractor nor any subcontractor under this contract shall pay any person performing work under this contract (regardless of whether the person is a service employee) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938. Nothing in this clause shall relieve the Contractor or any subcontractor of any other obligation under law or contract for payment of a higher wage to any employee.

(f) Successor Contracts. If this contract succeeds a contract subject to the Act under which substantially the same services were furnished in the same locality and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the minimum wage attachment for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the Contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreement, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No Contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of 29 CFR 4.1b(b) apply or unless the Secretary of Labor or the Secretary's authorized representative finds, after a hearing as provided in 29 CFR 4.10 that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in 29 CFR 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and Parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor Contractor's collective bargaining agreement are substantially at variance with those which prevail for services of a character similar in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the

Administrative Review Board, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.

(g) Notification to Employees. The Contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of section 2(a)(4) of the Act and of this contract.

(h) Safe and Sanitary Working Conditions. The Contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the Contractor or subcontractor which are unsanitary, hazardous, or dangerous to the health or safety of the service employees. The Contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR Part 1925.

(i) Records.

(1) The Contractor and each subcontractor performing work subject to the Act shall make and maintain for 3 years from the completion of the work, and make them available for inspection and transcription by authorized representatives of the Wage and Hour Division, Employment Standards Administration, a record of the following:

(i) For each employee subject to the Act -

(A) Name and address and social security number;

(B) Correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of payments in lieu of fringe benefits, and total daily and weekly compensation;

(C) Daily and weekly hours worked by each employee; and

(D) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.

(ii) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by the Administrator or authorized representative under the terms of paragraph (c) of this clause. A copy of the report required by subdivision (c)(2)(ii) of this clause will fulfill this requirement.

(iii) Any list of the predecessor Contractor's employees which had been furnished to the Contractor as prescribed by paragraph (n) of this clause.

(2) The Contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available these records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce these records,

the Contracting Officer, upon direction of the Department of Labor and notification to the Contractor, shall take action to cause suspension of any further payment or advance of funds until the violation ceases.

(4) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(j) Pay Periods. The Contractor shall unconditionally pay to each employee subject to the Act all wages due free and clear and without subsequent deduction (except as otherwise provided by law or Regulations, 29 CFR Part 4), rebate, or kickback on any account. These payments shall be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under this Act may not be of any duration longer than semi-monthly.

(k) Withholding of Payments and Termination of Contract. The Contracting Officer shall withhold or cause to be withheld from the Government Prime Contractor under this or any other Government contract with the Prime Contractor such sums as an appropriate official of the Department of Labor requests or such sums as the Contracting Officer decides may be necessary to pay underpaid employees employed by the Contractor or subcontractor. In the event of failure to pay any employees subject to the Act all or part of the wages or fringe benefits due under the Act, the Contracting Officer may, after authorization or by direction of the Department of Labor and written notification to the Contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the Contractor in default with any additional cost.

(l) Subcontracts. The Contractor agrees to insert this clause in all subcontracts subject to the Act.

(m) Collective Bargaining Agreements Applicable to Service Employees. If wages to be paid or fringe benefits to be furnished any service employees employed by the Government Prime Contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the Government Prime Contractor shall report such fact to the Contracting Officer, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance of the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of contract performance such agreements shall be reported promptly after negotiation thereof.

(n) Seniority List. Not less than 10 days prior to completion of any contract being performed at a Federal facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a Contractor (predecessor) or successor (29 CFR 4.173), the incumbent Prime Contractor shall furnish the Contracting Officer a certified list of the names of all service employees on the Contractor's or subcontractor's payroll during the last month of contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor Contractors of each such service employee. The Contracting Officer shall turn over such list to the successor Contractor at the commencement of the succeeding contract.

(o) Rulings and Interpretations. Rulings and interpretations of the Act are contained in Regulations, 29 CFR Part 4.

(p) Contractor's Certification.

(1) By entering into this contract, the Contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has a substantial interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed under section 5 of the Act.

(2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract under section 5 of the Act.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(q) Variations, Tolerances, and Exemptions Involving Employment. Notwithstanding any of the provisions in paragraphs (b) through (o) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to section 4(b) of the Act prior to its amendment by Pub. L. 92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business.

(1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical or mental deficiency or injury may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1) of the Act without diminishing any fringe benefits or cash payments in lieu thereof required under section 2(a)(2) of the Act, in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, handicapped persons, and handicapped clients of sheltered workshops under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR Parts 520, 521, 524, and 525).

(2) The Administrator will issue certificates under the Act for the employment of apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two acts, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR Parts 520, 521, 524, and 525).

(3) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in 29 CFR Parts 525 and 528.

(r) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency which is recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Office of Apprenticeship Training, Employer, and Labor Services (OATELS), U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the contract work in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program.

(s) Tips. An employee engaged in an occupation in which the employee customarily and regularly receives more than \$30 a month in tips may have the amount of these tips credited by the employer against the minimum wage required by section 2(a)(1) or section 2(b)(1) of the Act, in accordance with section 3(m) of the Fair Labor Standards Act and Regulations 29 CFR Part 531. However, the amount of credit shall not exceed \$1.34 per hour beginning January 1, 1981. To use this provision -

(1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized;

(2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received);

(3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Act minimum wage through the combination of direct wages and tip credit; and

(4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of section 4(c) of the Act.

(t) Disputes Concerning Labor Standards. The U.S. Department of Labor has set forth in 29 CFR Parts 4, 6, and 8 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

## **I.9 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)**

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

This Statement is for Information Only:  
It is not a Wage Determination

<u>Employee Class</u>	<u>Monetary Wage-Fringe Benefits</u>
Jr. Network Engineer	\$23.13/hr. - \$6.02/hr.
Sr. Scanner Operator	\$23.13/hr. - \$6.02/hr.
Scanner Operator	\$17.02/hr. - \$4.42/hr.
Doc. Control Technician	\$23.13/hr. - \$6.01/hr.
Secretary II	\$18.91/hr. - \$4.92/hr.
Receptionist	\$15.26/hr. - \$3.97/hr.

**I.10 52.232-25 PROMPT PAYMENT (OCT 2003)**

Notwithstanding any other payment clause in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer (EFT). Definitions of pertinent terms are set forth in sections 2.101, 32.001, and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see paragraph (a)(4) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments--

(1) Due date.

(i) Except as indicated in paragraphs (a)(2) and (c) of this clause, the due date for making invoice payments by the designated payment office is the later of the following two events:

(A) The 30th day after the designated billing office receives a proper invoice from the Contractor (except as provided in paragraph (a)(1)(ii) of this clause).

(B) The 30th day after Government acceptance of supplies delivered or services performed. For a final invoice, when the payment amount is subject to contract settlement actions, acceptance is deemed to occur on the effective date of the contract settlement.

(ii) If the designated billing office fails to annotate the invoice with the actual date of receipt at the time of receipt, the invoice payment due date is the 30th day after the date of the Contractor's invoice, provided the designated billing office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) Certain food products and other payments.

(i) Due dates on Contractor invoices for meat, meat food products, or fish; perishable agricultural commodities; and dairy products, edible fats or oils, and food products prepared from edible fats or oils are--

(A) For meat or meat food products, as defined in section 2(a)(3) of the Packers and Stockyard Act of 1921 (7 U.S.C. 182(3)), and as further defined in Pub. L. 98-181, including any edible fresh or frozen poultry meat, any perishable poultry meat food product, fresh eggs, and any perishable egg product, as close as possible to, but not later than, the 7th day after product delivery.

(B) For fresh or frozen fish, as defined in section 204(3) of the Fish and Seafood Promotion Act of 1986 (16 U.S.C. 4003(3)), as close as possible to, but not later than, the 7th day after product delivery.

(C) For perishable agricultural commodities, as defined in section 1(4) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C. 499a(4)), as close as possible to, but not later than, the 10th day after product delivery, unless another date is specified in the contract.

(D) For dairy products, as defined in section 111(e) of the Dairy Production Stabilization Act of 1983 (7 U.S.C. 4502(e)), edible fats or oils, and food products prepared from edible fats or oils, as close as possible to, but not later than, the 10th day after the date on which a proper invoice has been received. Liquid milk, cheese, certain processed cheese products, butter, yogurt, ice cream, mayonnaise, salad

dressings, and other similar products, fall within this classification. Nothing in the Act limits this classification to refrigerated products. When questions arise regarding the proper classification of a specific product, prevailing industry practices will be followed in specifying a contract payment due date. The burden of proof that a classification of a specific product is, in fact, prevailing industry practice is upon the Contractor making the representation.

(ii) If the contract does not require submission of an invoice for payment (e.g., periodic lease payments), the due date will be as specified in the contract.

(3) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(3)(i) through (a)(3)(x) of this clause. If the invoice does not comply with these requirements, the designated billing office will return it within 7 days after receipt (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils), with the reasons why it is not a proper invoice. The Government will take into account untimely notification when computing any interest penalty owed the Contractor.

(i) Name and address of the Contractor.

(ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of the mailing or transmission.)

(iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).

(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

(v) Shipping and payment terms (e.g., shipment number and date of shipment, discount for prompt payment terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.

(viii) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(ix) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision (e.g., 52.232- 38, Submission of Electronic Funds Transfer Information with Offer), contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central

Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(x) Any other information or documentation required by the contract (e.g., evidence of shipment).

(4) Interest penalty. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(4)(i) through (a)(4)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.

(i) The designated billing office received a proper invoice.

(ii) The Government processed a receiving report or other Government documentation authorizing payment, and there was no disagreement over quantity, quality, or Contractor compliance with any contract term or condition.

(iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(5) Computing penalty amount. The Government will compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR part 1315.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance is deemed to occur constructively on the 7th day (unless otherwise specified in this contract) after the Contractor delivers the supplies or performs the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. If actual acceptance occurs within the constructive acceptance period, the Government will base the determination of an interest penalty on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The prompt payment regulations at 5 CFR 1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. The Government and the Contractor shall resolve claims involving disputes and any interest that may be payable in accordance with the clause at FAR 52.233-1, Disputes.

(6) Discounts for prompt payment. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for prompt payment improperly. The Government will calculate the interest penalty in accordance with the prompt payment regulations at 5 CFR part 1315.

(7) Additional interest penalty.



(i) The designated payment office will pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR part 1315 in addition to the interest penalty amount only if--

(A) The Government owes an interest penalty of \$1 or more;

(B) The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and

(C) The Contractor makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(7)(ii) of this clause, postmarked not later than 40 days after the invoice amount is paid.

(ii)(A) The Contractor shall support written demands for additional penalty payments with the following data. The Government will not request any additional data. The Contractor shall--

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest is due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) If there is no postmark or the postmark is illegible--

(1) The designated payment office that receives the demand will annotate it with the date of receipt, provided the demand is received on or before the 40th day after payment was made; or

(2) If the designated payment office fails to make the required annotation, the Government will determine the demand's validity based on the date the Contractor has placed on the demand, provided such date is no later than the 40th day after payment was made.

(iii) The additional penalty does not apply to payments regulated by other Government regulations (e.g., payments under utility contracts subject to tariffs and regulation).

(b) Contract financing payment. If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.

(c) Fast payment procedure due dates. If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.

(d) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

**I.11 52.249-14 EXCUSABLE DELAYS (APR 1984)**

(a) Except for defaults of subcontractors at any tier, the Contractor shall not be in default because of any failure to perform this contract under its terms if the failure arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of these causes are (1) acts of God or of the public enemy, (2) acts of the Government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. "Default" includes failure to make progress in the work so as to endanger performance.

(b) If the failure to perform is caused by the failure of a subcontractor at any tier to perform or make progress, and if the cause of the failure was beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be deemed to be in default, unless--

(1) The subcontracted supplies or services were obtainable from other sources;

(2) The Contracting Officer ordered the Contractor in writing to purchase these supplies or services from the other source; and

(3) The Contractor failed to comply reasonably with this order.

(c) Upon request of the Contractor, the Contracting Officer shall ascertain the facts and extent of the failure. If the Contracting Officer determines that any failure to perform results from one or more of the causes above, the delivery schedule shall be revised, subject to the rights of the Government under the termination clause of this contract.

**I.12 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>

**PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS****SECTION J - LIST OF ATTACHMENTS****J.1 ATTACHMENTS**

Number -----	Attachment Title -----
1	U.S. Department of Labor Wage Determination No. 2005-2104 (Rev. 5) dated July 5, 2007

**PART IV – REPRESENTATIONS AND INSTRUCTIONS****SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER  
STATEMENTS OF OFFERORS****52.204-8 Annual Representations and Certifications (JAN 2006)**

a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541513.

(2) The small business size standard is \$23,000,000.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (c) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (c) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (c) applies.

☐ (ii) Paragraph (c) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR CLAUSE #	TITLE	DATE	CHANGE
_____	_____	_____	_____

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of provision)

## SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

### L.1 FAR 52.252-01 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates the following solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the CO will make their full text available.

<u>FAR CLAUSE #</u>	<u>TITLE</u>	<u>DATE</u>
52.215-1	Instructions to Offerors – Competitive Acquisition.	JUN 2004

### L.2 SOLICITATION PROVISIONS INCLUDED IN FULL TEXT:

#### 52.204-6 Data Universal Numbering System (DUNS) Number. (OCT 2003)

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS-4" followed by the DUNS number or DUNS-4 that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services. The DUNS-4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same parent concern.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number—

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705- 5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business name.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state and ZIP Code.

(iv) Company mailing address, city, state and ZIP Code (if separate from physical).

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(End of provision)

**52.216-1 TYPE OF CONTRACT (APR 1984)**

The Government contemplates award of a Labor-Hour contract (with a cost only item for other direct costs) as a result of this solicitation.

**52.233-2 SERVICE OF PROTEST (SEPT 2006)**

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from the Defense Nuclear Facilities Safety Board, 625 Indiana Ave., NW, Suite 700, Washington, DC 20004, Attention: Mr. Mark T. Welch.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

**L.3 GENERAL INFORMATION**

**A.** The technical evaluation factors set forth in Section M of this solicitation shall be used by the Government technical evaluation team in evaluating the proposals. Proposals that do not contain the information requested by this solicitation risk rejection or adverse ratings by the Government.

**B. Obligations**

This RFP does not commit the Government to award any contract. The Government reserves the right to reject any or all proposals. The Government is not committed to pay costs incurred from submission of proposals. After award of the contract, one copy of each unsuccessful proposal will be retained in the contract file and all other copies will be destroyed. Copies of the successful proposal will be retained only as needed for contract administration and monitoring.

**C. Contracting Officer**

Your attention is invited to the fact that the Contracting Officer is the only individual who can legally commit the Government to the expenditure of public funds in connection with this proposed procurement. The Contracting Officer for this procurement is Mark T. Welch.

**D. Request For Clarification (RFC)**

All requests for RFP clarification are due on or before 4:00 p.m. on February 6, 2008 to the address given below.

If any RFCs are received after the date stated above, the Government reserves the right not to provide an answer. If, however, in the Government's opinion, the RFC cites an issue of significant importance, the Government will provide written responses via an amendment. The amendment will be posted on the FedBizOpps website.

Offerors should use the following format in requesting RFP clarification:

**OFFEROR:** \_\_\_\_\_ **QUESTION NUMBER:** \_\_\_\_\_  
**RFP SECTION:** \_\_\_\_\_ **PARAGRAPH/CLAUSE:** \_\_\_\_\_  
**SUBJECT:** \_\_\_\_\_  
**QUESTION:** \_\_\_\_\_

Only written requests shall be entertained by the Government. All written RFCs should be submitted to the attention of Vi Johnson at [vij@dnfsb.gov](mailto:vij@dnfsb.gov). All questions (without identification of the questioner) and answers will be provided to all offerors on the FedBizOpps website.

The Government will not provide any information concerning requests for clarifications in response to telephone calls from Offerors.

#### **L.4 GENERAL INSTRUCTIONS FOR PROPOSAL PREPARATION**

##### **A. Offer Acceptability**

Any proposal which does not offer to provide all the services specified in the RFP in the work area proposed, or which fails to include any information requested or provides incomplete information in significant areas, may cause an offer to be considered non-responsive and unacceptable.

##### **B. Mailing and Labeling**

Proposals shall be sent to the address listed in block 7 of the SF 33 "Solicitation, Offer and Award", page 1 of the solicitation by the time and date specified. When proposals are hand-carried or sent by courier service, the offeror assumes the full responsibility for ensuring that the offer is received at the location by the required time. All offers must be closed and sealed as if for mailing and fully identified on the sealed envelope.

#### **L.5 PROPOSAL FORMAT INSTRUCTIONS**

A. Proposals, signed by an official authorized to bind the offeror, shall set forth full, accurate, and complete information as required by this solicitation. The penalty for making false statements is prescribed in 18 USC 1001. Failure to furnish full and complete information requested may cause an offer to be determined unacceptable.

B. Any pages submitted in excess of the maximum number specified below will be removed from the proposals, sealed in separate envelopes and will not be evaluated. Covers, title pages, tables of contents, tab sheets cross reference indices, section dividers, resumes and letters of commitment shall not count against these page limitations.

<b>PROPOSAL VOLUME &amp; TITLE</b>	<b>COPIES REQ'D</b>	<b>MAXIMUM PAGES</b>
VOLUME I - TECHNICAL	<b>ORIGINAL + 5</b>	(See L.7.D)
VOLUME II - PRICE	<b>ORIGINAL + 2</b>	<b>N/A</b>

- C. The cover of each volume shall indicate the following:
1. Volume Number
  2. Title of Proposal
  3. Request for Proposal Number (DNFSB-08-R-001)
  4. Name, address, and telephone number of the offeror
  5. Original/copy number

D. Proposals shall be prepared on standard 8 1/2 x 11 inch pages. Proposal pages must be numbered, printed on the front and back, and provided in binders. Each page must have a one inch margin at the top, the bottom, and on each side. Fold-out pages are NOT permitted. Page numbers and any other identifying information printed on each page are excluded from the margin requirement. Section dividers shall be used to separate the various sections within each volume.

E. Proposals shall be printed with no more than an average of 12 typewritten characters per horizontal inch and be single-spaced, (no more than six (6) lines per vertical inch). The Government reserves the right to calculate equivalent "excess pages" for any proposal violating these instructions subject to the page limitation instructions (see L.7.D).

## **L.6 INSTRUCTIONS FOR SUBMISSION OF VOLUME I - TECHNICAL PROPOSAL**

A. Your technical proposal will be the most important factor in the evaluation of your offer and the selection of a contractor. Therefore, your proposal should be straightforward and free of extraneous information. Technical proposals will be evaluated on the information submitted, without reference to proposed prices. As a result, no references to price may be included in your technical proposal.

B. Simply repeating or paraphrasing the specifications or statement of work does not constitute an acceptable technical proposal; nor does providing "yes/no" answers. Technical proposals must demonstrate how the offeror proposes to meet stated requirements or goals and that the offeror has the necessary understanding, expertise, facilities, personnel, and experience to successfully accomplish the proposed work.

C. Your technical proposal should discuss requirements or goals to the maximum extent possible. The technical proposal should contain the information requested and follow the format presented below. This format will promote a better understanding of your proposal and thus can be evaluated in a more competent and efficient manner. This will ensure that offerors have fully indicated their responsiveness to the Government's requirement. Failure to furnish the information requested may be cause for rejection of your proposal. See Section M for further information regarding the relative weights for the elements



D. All sections of the proposal shall be concise and free of non-pertinent material. Your technical proposal shall be organized in three parts as follows:

- I. Past Performance (Limited to three (3) pages + two (2) pages per individual past performance summary)
- II. Personnel Experience (Limited to ten (10) pages)
- III. Program Management and Transition Plans (Limited to twenty-five (25) pages)

**E. Part I - Past Performance**

1. This section addresses the extent, depth and quality of the Contractor's and any subcontractor's past performance relating to this solicitation. The Offeror shall submit 1) an overall summary of its corporate history, characteristics (e.g., size, number of employees) and relevant past performance and 2) individual summaries of recent past performance in performing requirements similar to those specified in the Statement of Work.

2. The Past Performance individual summaries shall provide descriptions of all work that was awarded or performed within the past five (5) years or is ongoing (for at least six months) and is similar in complexity, functionality and scope to the requirements of this solicitation. Contractual information submitted to describe past performance experience must directly relate to the offeror or subcontractor (i.e., do not include work performed under the same contract by another party).

3. The Offeror shall submit the following information for each example of its and any subcontractor's past performance **(no more than four (4) per contractor/subcontractor)**:

- (1) Name of project and contract number.
- (2) Name and address of Company or Government Agency to whom services are/were provided.
- (3) Name, address, mailing e-mail address and telephone number of the Company/Government Agency Contracting Officer and COTR.
- (4) Approximate or average total number of Offeror's employed personnel.
- (5) Approximate dollar value of Offeror's contract/subcontract and period of performance.
- (6) Detailed description of supplies/services provided including types and scope of related services performed.

4. In addition, the Offeror shall also provide the above required information for any and all contracts it or a proposed subcontractor has had terminated in whole or in part, for default during the past five (5) years, to include those currently in the process of such termination as well as those which are not similar to the proposed effort. The Offeror shall list each time the delivery schedule was revised and provide an explanation of why the revision was necessary. For each instance of default or delivery schedule revision due to faulty performance, the Offeror shall describe any corrective action(s) taken to prevent reoccurrence of the problems leading to default or schedule revision.

5. New corporate entities may submit data on prior contracts involving the individual entities that form the new corporate entity.

6. Offerors shall include in their proposal the written consent of their proposed subcontractors to allow the Government to discuss the subcontractor's past performance evaluation with the offeror during negotiations, if necessary.

7. Past Performance information provided by an Offeror in response to this solicitation is subject to verification and/or validation by the Government during the evaluation process. This applies to the prime contractor and any proposed subcontractors, teaming partners or consultants of the prime for performance under any contract which could result from this solicitation. Offerors are reminded that both independent data (e.g. past performance data contained in data bases of other federal agencies, information obtained indirectly from proposal information, etc.) and data provided by offerors in their proposals may be used to evaluate offeror past performance. Since the Government may not necessarily interview all of the sources provided by the offerors, it is incumbent upon the offeror to explain the relevance of the data provided. The Government does not assume the duty to search for data to cure problems it finds in proposals. The burden of providing thorough and complete past performance information remains with the offerors.

The information contained in the past performance questionnaire is considered to be sensitive and shall not be released to Offerors. However, the Government shall provide some insight into the information received should a debriefing be requested. Additionally, the Government may obtain other information by following up on questionnaire responses and/or through other sources (e.g. Federal Procurement Data System.)

(An example of the past performance questionnaire that will be utilized is provided as Section L (APPENDIX 1))

#### **F. Part II - Personnel Experience**

1. The Offeror describe its overall approach to staffing the contract and shall submit 1) a resume for each individual proposed for the key personnel positions (see Section H.4) and 2) a description of experience/qualifications for individuals proposed for the remaining positions (these individuals may be identified if known at the time of proposal). Each resume shall state all related work experience and other relevant information (e.g., education and training) which demonstrate the ability of the key personnel to successfully oversee this contract.

2. Offerors are required to verify and ensure the availability of key personnel for whom resumes are required and have been submitted. Each offeror must indicate whether an identified individual is a current employee of the offeror, an employee of its subcontractor/consultant, or a proposed new hire. If the individual proposed is not currently employed by either the offeror or its subcontractor, then a letter of commitment must be signed by such an individual stating their commitment to work under the proposed contract if award is made to the offeror. The letters of commitment must be provided with the proposal. Failure to provide the letters of commitment may result in an offeror's proposal being determined to be unacceptable.

**G. Part III – Program Management and Transition Plans**

1. The Contractor shall submit a program management plan that describes how they will manage their services provided under this contract. The PMP shall include, but is not limited to, the following:

- A description of the organization structure, lines of authority, and roles and responsibilities of the offeror;
- Program management approach that ensures that the Contractor understands and can successfully complete the services identified in the Statement of Work;
- Helpdesk technical approach that addresses the management and architecture of helpdesk services, service models (including SLAs, self service and FAQs), service menus, tiered/escalation problem resolution methodologies, and IT asset/property management;
- Data Center technical approach that ensures that the Contractor understands best practices for system administration, management and systems engineering, and enterprise architecture of Data Centers, LANs and Microsoft/Sun computing environments;
- Human resources management approach that addresses contractor staff training, and staff retention; and
- Quality assurance approach that ensures quality services will be consistently delivered during the period of performance, e.g., internal quality control mechanisms, inspection and feedback systems, deficiency identification, corrective action and prevention, record keeping, standard operating procedures, performance metrics.

2. The Offeror shall submit a transition plan that describes how they will successfully achieve full performance period by the end of the planned 30 day transition period (July 1 through July 31, 2008). The plan, at a minimum, shall address the following:

- Key transition personnel;
- Schedule of activities;
- Personnel staffing;
- Minimizing disruption to ongoing tasks;
- Communications with key stakeholders, e.g., CO and COTR.

**L.7 INSTRUCTIONS FOR SUBMISSION OF VOLUME II - PRICING PROPOSAL**

A. All pricing information is to be contained in Volume II so that the prospective contractor's Technical Proposal can be evaluated solely on the basis of technical merit, independent of the dollar cost to the Government. A clear, concise, and accurate Price Proposal should reflect the offeror's financial plan for accomplishing the effort contained in the Technical Proposal. There is no page limitation on the Price volume.

B. In addition to the requirements set forth in paragraph L.6, your price proposal shall not contain fold-out sheets and all pages must be numbered sequentially. Type shall be no smaller than standard Pica. Your price proposal shall be organized as follows:

- Part I - Solicitation Documents
- Part II - Pricing Information
- Part III - Exceptions and Clarifications

### 1. Part I - Solicitation Documents

Offerors shall submit completed and signed an SF-33; any solicitation amendments; any amended Representations and/or Certifications (reference Section K of the Solicitation); and any other non-technical information required in this solicitation. Note in accordance with Federal Acquisition Regulation (FAR) Part 4, all prospective federal Government contractors are required to be registered in the Government's Central Contractor Registration database at [www.ccr.gov](http://www.ccr.gov) and submit annual Representations and Certifications via the Online Representations and Certifications Application at <http://orca.bpn.gov>. Any changes to the annual Representations and Certifications that are applicable to this solicitation must be annotated on FAR 52.204-8, Annual Representations and Certifications (Section K) and included in this part.

### 2. Part II - Pricing Information

This section shall contain all required pricing information including a completed Section B. The offeror shall separately provide supporting detail showing the derivation so of the proposed loaded hourly rates including direct labor rates utilized, fringe benefits, overhead and other indirect costs, other direct costs, and profit. **Proposals failing to provide this supporting detail may be determined to be non-responsive.**

For Section B, offerors shall complete the unit (the unit price is the hourly rate for each labor category) and total prices (hours times unit price) for each line item and the total for each year (note: the Government is assuming \$10,000 year for travel and other direct costs that may be incurred as shown in Section B; offerors shall add that amount to the proposed labor hour amount for the total annual funding amount). Hours used in Section B are based on a person-year of 1,920 hours. Offerors may change the hours to reflect the company's person year (if different) in accordance with its internal estimating and accounting policies.

Section B has been structured based on the approximate level of effort under the current contracts. If offerors deviate from this structure (e.g., propose a different skill mix), it must be clearly described and justified in the Project Management Plan portion of the technical portion. Pricing that is based on a deviation that is not adequately justified will be considered unrealistic and evaluated accordingly by the Government. Labor category names provided in Section B may be changed in the proposal to reflect company labor category names.

### 3. Part III - Exceptions and Clarifications

Part III may be used by the offeror to raise questions, identify errors and omissions, or otherwise condition the offeror's proposal. Offerors must state in their proposals any exception(s) taken to the terms and conditions of the solicitation (including any technical exceptions or conditions taken). Omission of such a statement will be construed as the offeror's acceptance of all solicitation terms and conditions. The offeror shall identify the term or condition in the RFP by the section, paragraph, page no., etc. to which it pertains, state the reasons for the exception(s), and provide any other information concerning the exception(s). Offerors are advised that any exceptions taken to the Government's requirements may result in a negative evaluation or rejection of the offeror's proposal and are therefore encouraged to resolve any exceptions or conditions through the RFP clarification process (see L.3.D).

**L.8 INFORMATION REGARDING INCUMBENT EMPLOYEES RELATING TO VACATION BENEFITS PROVIDED UNDER THE DOL WAGE DETERMINATION**

This solicitation and the resulting contract are subject to the Service Contract Act. In accordance with FAR 52.222-43, "Fair Labor Standard Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts)", incorporated in Section I herein, the DOL Wage Determination (Attachment J-1) shall be complied with in pricing the base year and all option years, as applicable. Pursuant to FAR 22.1020, offerors are hereby notified that (as of the date of this solicitation) that 20% of the incumbent employees have greater than 15 years experience under the incumbent and predecessor contracts, 20% have greater than 5 years experience, and 60% have less than five years experience, and that this information is provided to be used if and as applicable for proposal purposes.

**SECTION L (APPENDIX 1)**  
**EXAMPLE OF PAST PERFORMANCE QUESTIONNAIRE**

The vendor is competing for a contract to provide Information Technology (IT) and Administrative Support Services to the Defense Nuclear Facilities Safety Board. The vendor has identified you as a reference for performing similar services under present or past contracts.

Please rate your level of satisfaction for each of the areas and also answer the following questions. Please rate your level of satisfaction using the following rating scale:

0 = Not applicable: Offeror was not required to perform in this area on this contract.

1 = Outstanding: Offeror's performance exceeded customer requirements and/or customer expectation (e.g., performance provided significant worthwhile features or benefits).

2 = Acceptable: Offeror's performance met all contract requirements and customer expectations .

3 = Marginal: Offeror's performance could have stood improvement (e.g., offeror met most contract requirements and/or customer expectations).

4 = Unsatisfactory: Offeror performance DID NOT meet customer expectations or contract requirements.

- 1) Quality of IT and administrative support services provided (i.e., technical competence of staff)
- 2) Ability to provide sufficient qualified staff in a timely manner (i.e., minimize turnover)
- 3) Ability to provide qualified personnel on a timely basis for short-term, non-recurring tasks
- 4) Quality of deliverables provided
- 5) Ability to meet timeframes/deadlines
- 6) Responsiveness to requests for documentation (both documentation of work performed and documentation of work planned for the future, such as developing implementation plans for new tasks, etc.)
- 7) Customer service and professionalism of staff
- 8) On-site project management effectiveness, including management of subcontractors (if applicable)
- 9) Approach to troubleshooting and problem solving of IT tasks
- 10) Ability of the senior company management to work with customer to resolve issues.
- 11) Ability of the Offeror to perform at the proposed contract price or amount (i.e., did the contractor request periodic price adjustments absent of Government changes to the requirements)
- 12) Ability of the Offeror to develop and/or implement an effective Quality Assurance Program
- 13) Overall satisfaction of services provided
- 14) Given the opportunity, would you use the company again?

**SECTION M - EVALUATION FACTORS FOR AWARD**

The following clauses are hereby incorporated into this solicitation by reference with the same force and effect as if they were given in full text. Upon request, the CO will make the full text available.

<u>Clause No.</u>	<u>Title</u>	<u>Date</u>
52.217-5	Evaluation of Options	JUL 1990
52.232-15	Progress Payments Not Included	DEC 2002

**M.1 BASIS OF AWARD**

A. The award decision will be based on evaluation of an Offeror's complete proposal submission with respect to the following factors:

- (1) Technical;
- (2) Price.

Technical is significantly more important than Price. The technical approach has three (3) subfactors as follows:

- a. Past Performance
- b. Personnel Experience
- c. Project Management and Transition Plans

Past Performance is the most important factor, more important than Personnel Experience which in turn is more important than Project Management and Transition Plans. Although the technical factor is assigned greater weight for evaluation purposes, offerors are cautioned not to minimize the importance of the price proposal since award will be made to the offeror whose overall price is most advantageous to the Government after evaluation of all factors. The offeror whose proposal is determined to best meet the needs of the Government, cost and other factors considered, e.g., to provide the "best value", will be selected for award.

B. Proposals received in response to this solicitation shall be evaluated in accordance with the requirements stated herein. The Government evaluation of the technical and price factors will be done independently. Evaluation of the technical volume will not result in an offeror's proposal being scored or ranked in relation to other offerors. Rather, the proposals will be categorized in one of four ways as outstanding, acceptable, marginal or unacceptable. An unacceptable rating in any one factor may warrant an "Unacceptable" rating for the proposal as a whole.

C. The primary objective of this evaluation is to determine the extent to which the offeror's approach is likely to result in an effective program. The evaluation will include an assessment of the risks involved in using the proposed approach. Offerors are advised that the proposal meeting the solicitation requirements with the lowest price may not be chosen if award to a higher-priced proposal affords the Government greater overall benefit. In such a case, the superiority of the successful offer in areas other than price would justify the added expenditure.

D. The Government reserves the right to award without discussions. It is the Government's desire to evaluate the proposals and award a contract without holding discussions with the offerors and

award one contract solely on the offerors' original proposals. Therefore, each initial offer should contain the offeror's best terms from a technical and price standpoint. However, the Government reserves the right to conduct discussions if later determined by the CO to be necessary.

E. Offerors are cautioned that in accordance with FAR 15, "Unbalanced offers", Government reserves the right to reject an offer if it is materially unbalanced as to its prices if it is determined that award of such an offer would not result in the lowest overall price to the Government, or may otherwise be improper. An offer is unbalanced when it is based on prices which are significantly less than the price for contract line items and significantly overstated in relation to the prices for others.

## **M.2 EVALUATION FACTORS**

### **A. Past Performance**

1. The Government will conduct an evaluation of the relevance and quality of the offeror's past performance, as well as that of any proposed subcontractors/teaming partners, as it relates to the probability of successful accomplishment of the contract requirements. Areas to be considered may include the contractor's experience in performing services similar to those identified in the statement of work. The contractor's record of conforming to standards of good workmanship, the contractor's adherence to contract schedules, including the administrative aspects of performance, the contractor's history for reasonable and cooperative behavior and commitment to customer satisfaction, and generally the contractor's business-like concern for the interests of its customers.

2. A significant past performance achievement, problem, or lack of relevant data can become an important consideration in the source selection process. A negative finding under any element may result in an adverse rating. Therefore, offerors are reminded to include all relevant past efforts, including demonstrated corrective actions, in their proposal. The lack of a performance record, all other things equal, will not result in an unacceptable rating.

3. Offerors are cautioned that in conducting the past performance evaluation, the Government may use data provided by the offeror in its proposal and data obtained from other sources. Since the Government may not necessarily interview all of the sources provided by the offerors, it is incumbent upon the offeror to explain the relevance of the data provided. Offerors are reminded that while the Government may elect to consider data obtained from other sources, the burden of providing thorough and complete past performance information rests with the offerors.



**B. Personnel Experience**

The offeror will be evaluated on the extent its proposed personnel possess work experience and other relevant qualifications which demonstrate the ability to successfully manage/perform the requirements of this solicitation.

**C. Project Management and Transition Plans**

The offeror will be evaluated with respect to the demonstrated ability to manage and accomplish the requirements of this solicitation including (but not limited to) capability to perform the technical portions of the SOW, ability to provide adequate staffing, and ability to ensure quality and timely services, and ability to ensure a successful transition of services.

**D. Price**

1. The price proposal should represent the offeror's response to the requirements in the solicitation. Any inconsistency, whether real or apparent, between the performance and price must be explained in the proposal. For example, an abnormally low hourly rate for a given labor category, if unexplained, raises a fundamental issue of the offeror's understanding of the nature and scope of the work required.

2. Each proposal will be evaluated on the basis of the subfactors listed below. The pricing of the options will be considered in the evaluation for award. Evaluation of options will not obligate the Government to exercise the options. The Government may reject an offer as nonresponsive if it is materially unbalanced (FAR 15.814-(b)).

<u>Subfactor</u>	<u>Nomenclature</u>
P.1	Total Evaluated Price
P.2	Price Realism

3. The price subfactors are as follows:

P.1 - The Total Evaluated Price (TEP) will be evaluated upon the total sum of all (i.e., base and option periods) Section B line items.

P.2 - Price Realism - The price realism evaluation reflects a Government assessment of how well the TEP reflects the technical approach presented in the proposal. **Included in the price realism analysis is a Government assessment as to whether the proposed direct labor rates for both the base and option years used in developing the proposed prices reflect current market conditions for that labor category and are consistent with the technical proposal (e.g., the staffing plan).** An unrealistic proposal may result in an adverse adjustment to the overall technical evaluation rating if the Government determines that there is high risk that the proposed technical approach cannot realistically be accomplished at the proposed price.